became liable to the holder for "any loss, damage, or injury" to such property caused by it or by any connecting carrier. Act of June 29, 1906, c. 3591, § 7, 34 Stat. at L. 584, 595.

Interest attaches to the decision in the instant case as being the first one in which the United States Supreme Court has passed on the question whether the words "loss, damage or injury" are broad enough to make the initial carrier liable for pecuniary loss to the shipper due to delay occurring on the line of a connecting carrier, as well as for that due to damage to, or loss of, the goods occurring there. The decision carries out the purpose of Congress to relieve interstate commerce from the burden of diverse state laws and to secure a unity of responsibility; for there is no reason why diversity of laws governing liability for delay do not cause as much confusion and inconvenience, as diversity of laws governing liability for actual loss or damage. The state courts in which the question has arisen have almost uniformly held the initial carrier liable for delay, as well as for actual damage, injury or loss caused by a connecting carrier. *Norfolk Truckers Exch.* v. *Norfolk Southern R. Co.*, 116 Va. 466, 82 S. E. 92; *Southern Pac. Co.* v. *Lyon* (Miss.), 66 South. 209; *Pecos & N. T. R. Co.* v. *Cox* (Tex. Civ. App.), 150 S. W. 265. But see *contra, Byers* v. *Southern Express Co.*, 165 N. C. 542, 81 S. E. 741.

SUNDAY—WORKS OF NECESSITY—PUBLICATION OF NEWSPAPERS—ADVERTISEMENTS.—The plaintiff newspaper company sued to recover the contract price of advertisements inserted in the Sunday and weekly editions of its paper. All work except works of necessity or charity were prohibited on Sunday, by statute. *Held,* the plaintiff can recover the contract price of the advertisements, since the publication of a newspaper on Sunday is a work of necessity. *Pulitzer Pub. Co.* v. *McNichols* (Mo.), 181 S. W. 1.

The decisions of the courts of the different states as to what are "works of necessity," within the meaning of the term as used in the Sunday laws, vary according to the public policy of the different states, for the term is elastic and indefinite. See *State* v. *James,* 81 S. C. 197, 62 S. E. 214; *McGatrick* v. *Wason,* 4 Ohio St. 566. Hence, that which is considered a work of necessity in one state may not be so considered in another. *State* v. *Goff,* 20 Ark. 289; *State* v. *Turner,* 67 Ind. 595. It is generally agreed that the meaning of the term work of necessity is not confined to absolute physical necessity; but that whatever is reasonably necessary for the comfort, convenience or well-being of a community on Sunday, comes within the meaning of the term. *Commonwealth* v. *Louisville & Nash. Ry. Co.,* 80 Ky. 291; *Augusta, etc., Ry. Co.* v. *Renz,* 55 Ga. 126; *Yonoski* v. *State,* 79 Ind. 393. That work can be done with more convenience and less expense on Sunday, does not make it a work of necessity. *State* v. *Goff, supra; Commonwealth* v. *White,* 190 Mass. 578, 77 N. E. 636, 5 L. R. A. (N. S.) 320. Nor does the fact that certain kinds of work are ordinarily considered necessary mean that they will be considered so, if done on Sunday; unless it be necessary to do the work on that day, it does not come within the exception made by the statute. *Louisville & Nash. Ry. Co.* v. *Commonwealth,* 92 Ky. 114, 17 S. W. 274. While unforeseen circumstances may render work of a

purely commercial nature a work of necessity, in the absence of such special circumstances, ordinary work cannot be justified, under Sunday laws, on the grounds of commercial necessity, since their very object is to prohibit such activity. *Commonwealth* v. *White, supra; Arnheiter* v. *State,* 115 Ga. 572, 41 S. E. 989. The publication of newspapers on Sunday may be considered a commercial necessity, since news even a day old is practically worthless; but their publication cannot be justified on that ground; and, until the decision in the principal case, it was uniformly held that their publication and sale was illegal. *Handy* v. *Globe Pub. Co.,* 41 Minn. 188, 42 N. W. 872; *Smith* v. *Wilcox,* 24 N. Y. 353, 82 Am. Dec. 302; *Commonwealth* v. *Mathews,* 152 Pa. 166, 25 Atl. 548, 18 L. R. A. 761; *Sentinel Co.* v. *Motor Wagon Co.,* 144 Wis. 224, 128 N. W. 861. In recent years, however, public opinion has changed very much as to what activities are proper on Sunday, and the interest of the public in world events has increased to such an extent, that it seems the publication of Sunday newspapers could be justified on these grounds. See *State* v. *James, supra; Edgerton* v. *State,* 67 Ind. 588.

SURETYSHIP IN RE—PAYMENT BY CONTRACTOR TO MATERIALMAN—APPLICATION AS AGAINST OWNER—MECHANICS' LIEN.—The defendant, owner of a building in process of construction, made a payment to a contractor on estimates. Out of this payment, the contractor made a payment to a materialman, who held unpaid accounts against the contractor for materials furnished for several buildings, including the defendant's. The contractor not directing the application of the payment, the materialman, without knowledge of the source of the funds, applied them upon the contractor's account for materials furnished for another building; and brought an action to foreclose a mechanic's lien on the defendant's building for the whole amount of materials furnished for it. *Held,* the payment made by the contractor must be credited to the defendant's account. *Sioux City Foundry & Mfg. Co.* v. *Merten et al.* (Iowa), 156 N. W. 367.

Independently of special statute, the owner is under no personal obligation to protect the materialman. *Schrieber* v. *Bank,* 99 Va. 257, 38 S. E. 134. Thus, the general contractor being personally liable to the materialman on his contract, and the owner not being personally liable, but liability attaching to his building alone, a case is presented where the property of one person is standing surety for the personal obligation of another, creating the relation of suretyship *in re. Hill* v. *Witmer,* 2 Phila. (Pa.) 72; *Lowry* v. *McKinney,* 68 Pa. St. 294; *Bank of Albion* v. *Burns,* 46 N. Y. 170. As such surety, the owner is entitled to the benefit of the rules prohibiting all dealings of the creditor with the principal debtor to his prejudice. *Bank of Albion* v. *Burns, supra.*

The general rule is well settled that where a debtor makes a voluntary payment to his creditor, who has several claims against him, and fails to direct application of the payment on any particular claim, the creditor has the right to apply the payment to any of the claims which he has against the debtor. *North* v. *LaFlesh,* 73 Wis. 520, 41 N. W. 633; *Austin* v. *Southern Home Bldg. & Loan Assn.,* 122 Ga. 439, 50 S. E. 382; *Gay* v. *Gay,* 5 All. (Mass.), 157. But some courts make an exception